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ABSTRACT

This collective bargaining agreement between Niagara County Community College and the college's Faculty Association covers the period between September 1, 1987 and August 31, 1990. The articles in the agreement set forth provisions related to: (1) definitions of terms; (2) recognition of the Association as the sole bargaining agent; (3) rights and responsibilities of the employer; (4) Association privileges; (5) supersedure of the agreement of any rules, regulations or practices of the college that are contrary to its provisions; (6) duration of the agreement; (7) recruitment and appointment of department heads, teaching personnel, and program coordinators; (8) types and periods of appointment; (9) promotions and evaluations; (10) termination of service and retrenchment procedures; (11) conditions of employment; (12) college facilities; (13) academic freedom; (14) the academic year; (15) professional and personal leaves of absence; (16) salaries and fringe benefits; (17) grievance procedures; and (18) early retirement incentives. Several memoranda of understanding are attached, covering such matters as breaks in college service, final grades submission, large lecture hall use, and seniority accrual. (AYC)

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NCCC Faculty Association
NEA/NY-NEA

ED301272

AGREEMENT BETWEEN

NIAGARA COUNTY COMMUNITY COLLEGE

AND THE

FACULTY ASSOCIATION

NIAGARA COUNTY COMMUNITY COLLEGE

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SEPTEMBER 1, 1987 - AUGUST 31, 1990

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Article I - DEFINITIONS

As used in this Agreement, the following terms shall mean:

COLLEGE:	Niagara County Community College
FACULTY:	All full-time members of the college academic, para-professional, non-ranked professional, and non-credit professional staffs as defined below.
ACADEMIC STAFF:	Faculty members having full academic rank.
FULL ACADEMIC RANK:	Faculty members having the payroll title of: Professor, Associate Professor, Assistant Professor, Instructor, Librarian, Counselor.
NON-RANKED PROFESSIONAL STAFF:	Faculty members having the payroll title of: Audio Visual Specialist, Assistant Audio Visual Specialist, Supervisor of College Nursing Services, Director of Computer Center, Program Administrator (see memorandum of understanding #16), Registrar and Coordinator of Minority Outreach.
PARA-PROFESSIONAL STAFF:	Technical Assistants.
NON-CREDIT PROFESSIONAL STAFF	Faculty members having payroll titles of Non-credit Instructor and Non-credit Program Coordinators.
NEGOTIATING UNIT:	All full-time members of the faculty but excluding the President, the Vice Presidents, Deans, Associate Deans, Assistant Deans, Directors, Associate Directors, Assistant Directors, Administrative Assistants, Division Chairperson of the Nursing Division, Director of Educational Development, part-time faculty, and civil service employees.
ASSOCIATION:	The Faculty Association of Niagara County Community College.
ASSOCIATION MEMBERS:	All members of the negotiating unit who are members of the Association as evidenced by the payment of membership dues.

NOTE: All references to his or her in this contract shall mean both male and female persons covered by this Agreement.

Article II - RECOGNITION

1. The Faculty Association of Niagara County Community College is recognized by the Niagara County Legislature and the Niagara County Community Collge Board of Trustees for purposes of collective negotiations, pursuant to the New York Public Employees' Fair Employment Law, as the exclusive negotiating agent of negotiating unit.

2. The Association is hereby granted unchallenged representation for the maximum period allowed by law.

Article III - RIGHTS AND RESPONSIBILITIES OF EMPLOYER

1. The Board of Trustees and the Niagara County Legislature hereby retain and reserve unto themselves all rights, powers, authority, duties and responsibilities conferred upon and vested in them by law.

2. The exercise of these rights, powers, authority, duties and responsibilities and the adoption of such rules, regulations and policies as they may deem necessary in the management, direction and administration of all operations and activities of the College shall be limited only by the specific and express terms of this Agreement.

Article IV - ASSOCIATION PRIVILEGES

1. The College shall deduct from the pay of each Association member from whom it has received written authorization on a form to be provided by the Association such amount for membership dues as the Association shall specify in writing to the College, and will forward such dues to the Treasurer of the Association. Such deductions shall be made once each month for ten (10) months beginning with the second pay period in September.

2. Any present or future employees represented by the Association, who are not Association members and who do not make application for membership within thirty (30) days after mutual ratification of this agreement or who do not become members of the Association within thirty (30) days after their hiring date, shall have deducted from their wage, an amount equivalent to the total annual membership dues levied by the Association. The College shall make such deductions and transmit the sum so deducted to the Association on a monthly basis in the same procedural manner as for membership dues provided, however, the Association has established and maintained a procedure providing for the refund to any employee demanding the return of any part of an agency shop fee deduction as required by law.

3. The Association shall indemnify and hold harmless the College and its officials and employees from any cause of action, claim, loss or damages incurred as a result of the College's deduction from employees pursuant to this Article.

4. The union shall be permitted three (3) unpaid leave days for union business. In addition, the President of the College may authorize up to three (3) additional days with pay.

5. The College and County shall agree to furnish existing non-working documents or information in existing format to the Association on request, in writing, to assist the Association in developing intelligent, accurate, and informed constructive proposals for negotiations and in administering the contract on behalf of the faculty.

6. The Faculty Association President shall be allowed a reduction of six (6) hours lecture/lab per semester from normal load to allow for the administration of the collective bargaining agreement. In the event the President is a non-teaching faculty member, the President shall be released from six (6) hours per week.

7. A maximum of three (3) members of the negotiating team of the Faculty Association of Niagara County Community College shall be permitted time off from their duties to attend negotiating sessions.

Article IV - ASSOCIATION PRIVILEGES (Continued)

8. Pursuant to the provisions of subdivision 3 (b) of Section 207 of the Public Employees' Fair Employment Law, the Faculty Association of Niagara County Community College affirms: "That it does not assert the right to strike against any government, to assist or participate in any such strike or to impose an obligation to conduct, assist or participate in such strike."

9. The College shall grant a maximum of one (1) leave of absence without pay for the employees in the bargaining unit for the purpose of serving as an elected officer for the local union or one of its affiliates for a maximum of two (2) years. The College shall grant a maximum of one (1) leave of absence without pay to an employee in the bargaining unit for the purpose of serving as a staff member of the union or some of its affiliates for a maximum of two (2) years. Employees on such leave of absences shall have their salary adjusted for the two (2) years as if their service was continuous.

10. a. The titles of Division Chairperson and Department Head shall be included in the bargaining unit effective September 1, 1980.

    b. Division Chairpersons and Department Heads shall not make evaluations of other members of the bargaining unit, except as an elected member of the Promotion, Merit, and Tenure Committee (See Sched. A, Sec. 6); but such employees may make recommendations to bargaining unit members for their improvement. Such recommedations shall be held confidential between the parties.

    c. Department Heads and Division Chairpersons may teach a maximum of six (6) credit hours per semester.

    d. Employees who were Division Chairpersons or Department Heads on June 1, 1980, shall have their seniority governed by Article XI, Section 6 (c). Non-bargaining unit service with the College, except as noted above, shall not be considered service for the purpose of establishing seniority. After the seniority list is completed, the list shall be adjusted so that the Division Chairpersons or Department Heads shall not be less senior than current bargaining unit members in the Department Head's or Division Chairperson's primary work area.

    e. The President of the College has the right to assign or remove Department Heads or Division Chairpersons. Removed Department Heads or Division Chairpersons retain all rights under Article XI regarding return to teaching position. The President's decision on appointment or removal of Department Heads or Division Chairpersons is non-grievable by either an employee or the Association.

Article IV - ASSOCIATION PRIVILEGES (Continued)

11. In the spirit of collegiality, the President of the Association or a committee of members from the Faculty Association shall meet periodically with the President or his/her designated representative(s) to discuss topics of mutual concern. The committee so formed of five (5) members appointed by the President of the College, and five (5) members appointed by the President of the Association shall be known as the Labor-Management Council.

12. The Association is granted the use of College facilities (for example: bulletin board, meeting rooms, mail boxes), as are necessary for the conduct of its proper business (for example: communications with its members, elections, meetings of its membership and committees). This use is granted, provided that it does not interfere with normal operations of the College and subject to the College's internal assignment of space and bulletin board procedures.

13. The Association may request use of College facilities for recreational or social purposes in accordance with established College policies and procedures.

14. No more than two Association meetings shall be scheduled each semester between 12:30 - 2:00 pm and subject to the College's internal assignment of space procedures.

Article V - SUPERSEDURE

1. This agreement shall supersede any rules, regulations or practices of the College which shall be contrary to or inconsistent with its terms.

2. If any provision of this agreementshall be found contrary to law, then such provision shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions shall continue in full force and effect.

3. IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

Article VI - DURATION OF AGREEMENT

1. This agreement shall be effective as of September 1, 1987, and shall continue in effect until August 31, 1990.

2. Negotiations for a subsequent agreement shall commence no later than March 1 of the last year of the contract.

Article VII - RECRUITMENT AND APPOINTMENT

1. Division Chairpersons/Department Heads

Written notification to the Association and through the Administrative Bulletin shall be given to the entire faculty of new or existing openings to be filled for Department Heads or Division Chairpersons, excluding temporary, interim appointments and changes in payroll title, in order that all faculty may have equal opportunity to apply for the positions. This notification shall include qualifications for the position(s) and shall be given prior to public announcement.

2. Recruitment of Teaching Personnel

a. The Division Chairperson or Department Head shall receive written notice on teaching positions to be filled. Notice shall also be given in the Administrative Bulletin.

b. The Division Chairperson or Department Head shall:

1) Make necessary arrangements for the recruitment of applicants.

2) Retain and review the file of applications.

3) Arrange for appropriate departmental and discipline participation in the screening process.

4) Prepare the necessary recommendations.

c. The appropriate Vice President/Dean, in cooperation with the Division Chairperson or Department Head shall make recommendations to the President pertinent to faculty appointments.

d. The President alone shall make the final determination of persons to be recommended to the Board of Trustees for appointment to the faculty.

e. Temporary positions shall be exempted from the above sections where the position is required to be filled within two (2) months.

3. Credit Program Coordinators

If a program coordinator is appointed, each appointment shall be by the President of the College. The President's decision to appoint or remove such coordinator is not reviewable. A

program shall be defined as a degree or certificate approved by SUNY and registered with the New York State Education Department. A program coordinator may be assigned a maximum of three (3) programs. The compensation shall be equivalent to one three-hour lecture course for service provided for the academic year. The parties agree to add to or delete from the program coordinator list as necessary.

Program Coordinators list attached (See Attachment A).

4. Non-Credit Program Coordinators

Program Coordinators for non-credit programs shall perform such coordination within their regular 37.5 hour work week reduced by any non-credit teaching contact hours, on the basis of three (3) hours of coordination being equivalent to two (2) hours of teaching contact (see memorandum of understanding #14).

Article VIII - TYPES OF APPOINTMENT

1. A continuing appointment (tenure) shall be a full-time appointment to a position of full academic rank or a para-professional position for an indefinite period which, once granted, shall not be affected by changes in such rank and shall continue until terminated in accordance with the terms of this agreement.

2. A term appointment shall be a full-time appointment to the faculty for a specific, limited period, which except as otherwise provided by this agreement shall automatically expire at the end of that period unless terminated earlier in accordance with the terms of this Agreement.

   In the event a temporary appointment does continue for a full year, it shall be converted to a term appointment for purposes of tenure accrual.

3. A temporary appointment shall be an appointment to the faculty for a temporary, unspecified period, which may be terminated at will at any time. Temporary appointments ordinarily shall be given only when the service is to be part-time, or not to continue for more than one year (See Memorandum #4).

4. A grants personnel appointment shall be an appointment to the faculty for the grant period or extension thereof. An employee in such an appointment may be terminated at will at any time. In the event a grant personnel appointment continues after the expiration of the grant as a College operating position, the appointment shall be converted to term appointment for the purposes of tenure accrual.

Article IX - PERIODS OF APPOINTMENT

1. Faculty members holding full academic rank who have not been granted a continuing appointment or temporary appointment shall be granted term appointments for a period not to exceed a total of five (5) years of service. Reappointment at the end of five years of service shall be a continuing appointment. Resignation and dismissal shall constitute an interruption in service.

2. Para-professionals who have not been granted continuing appointment or temporary appointment shall be granted term appointments for a period not to exceed a total of seven (7) years of service. Reappointment at the end of seven years of service shall be a continuing appointment.

3. The President may at any time after two years grant continuing appointments prior to five years of service.

4. Faculty holding full academic rank under term appointment who are promoted to positions of higher rank shall be given term appointments in the higher rank and shall not lose any rights which they may have in the position from which they were promoted. Reappointment at the end of such term appointment shall be a continuing appointment upon fulfillment of requirements of Section 1 of this article.

5. Members of the faculty, no matter what rank held, who serve for temporary unspecified periods shall be granted temporary appointments.

6. Written notice that a term appointment is not to be renewed will be given to the faculty member not later than March 1st.

7. In all cases of reappointments, the College will notify faculty members of the terms and conditions of their renewal not later than April 1st.

8. Faculty members shall notify the College of their acceptance of reappointment not later than May 1st.

9. Faculty members who are rehired by the College before one (1) year has lapsed since their resignation, shall be reinstated with all rights and benefits accrued prior to resignation.

Article X - PROMOTIONS AND EVALUATIONS

1. The President of the College shall make recommendations to the Board of Trustees for promotions, merit increases, and continuing appointments. An elected committee of the faculty may make recommendations to the President of the College to assist the President in making such recommendations to the Board of Trustees. The committee shall provide a copy of its final report to the President of the Faculty Association. The structure of the committee will be determined by the President of the College with input provided by the President of the Union, and shall reflect the College's academic organizational structure.

2. The qualities to be considered in promoting and evaluating members of the academic staff shall be those which determine their effectiveness in performing their prescribed duties and their general contribution to the aims of the College. Specifically, such evaluation shall include consideration of such of the following factors as related to the particular type of responsibility with which the faculty member is concerned.

   a. Mastery of Subject Matter - as demonstrated by such things as: advanced degrees, previous teaching experience, licenses, honors and awards, and reputation in the subject matter field.

   b. Effectiveness in Professional Duties - as demonstrated by such things as judgment by colleagues, development of teaching materials, course and program development, counseling and/or academic advisement, and evaluation by students.

   c. Scholarship Ability - as demonstrated by such things as: success in developing and carrying out studies and research in the subject matter or related fields, publications and professional reputation.

   d. Effectiveness of College Service - as demonstrated by such things as successful committee work, administrative work, and work with students or community in addition to formal student-faculty relationships.

   e. Continuing Growth - as demonstrated by such things as reading, research, membership in learned and professional societies related to his/her subject matter field, and other activities to keep abreast of current developments in his/her field.

3. No minimum length of service in an academic rank shall be required for eligibility for promotion. Promotions shall be solely on merit.

Article X - PROMOTIONS AND EVALUATIONS (Continued)

4. The College and Legislature support the concept of providing annual promotional opportunities for a minimum of five eligible and meritorious members of the bargaining unit.

5. The College shall assist the faculty members in obtaining and processing the student evaluation forms provided that requests are budgeted and the facilities are available.

6. A faculty member may respond in writing to any written evaluation report pertaining to him/her. Furthermore:

   a. the response shall be filed as part of his/her personnel file.

   b. the faculty member may review his/her own personnel file with the exception of references and recommendations from educational institutions and former employers.

   c. a copy of all materials with the exclusion of those as specified in (b) above to be placed in the faculty member's personnel file shall be given to the employee prior to being placed in the personnel file. Materials not so provided as of September 1,1980, may not be used in any manner against the employee.

Article XI - TERMINATION OF SERVICE

1. The services of faculty members having temporary appointments may be terminated at will by the President of the College. There shall be no right of appeal from such a temination.

2. The services of faculty members having term appointments shall cease automatically at the end of their specified terms. There shall be no rights of appeal from non-renewal of term appointment. Written notice shall be given pursuant to Article IX, Section 6. Term appointments may also be terminated for cause, in which case the procedures in Section 5 shall apply.

3. The services of faculty members having continuing appointments may be terminated for cause, for program retrenchment or for financial retrenchment. Cause shall consist of inadequate performance of duties, misconduct, falsifying applications or records, moral turpitude, incompetent or inefficient service, neglect of duty, physical or mental incapacity, conduct unbecoming a member of the faculty, violation of the terms of this Agreement.

4. Disciplinary actions for cause which do not include termination shall be in accordance with the following procedure:

   When the President of the College has information or has received a complaint against a member of the faculty of the College, containing allegations, which, if true, might serve as grounds for disciplinary action, and he/she deems such information to be substantial, he/she may discuss it with the person concerned and may make such further investigations as he/she deems appropriate. If the President believes that the allegations are true and disciplinary action is appropriate as a penalty, he/she shall serve on the employee, with a copy to the Union President, the allegations, decisions, and penalty.

5. Termination of a continuing appointment for cause shall be in accordance with the following procedures:

   a. When the President of the College has information or received a complaint against a member of the faculty of the College containing allegations which, if true, might serve as grounds for termination for cause, and he/she deems such information or complaint to be substantial, he/she may discuss it with the person concerned and may make such further investigations as he/she deems

appropriate. If he/she believes that charges should be brought against such person, he/she shall cause to be served upon the person concerned, a written statement of the charges against him.

b. Final action shall not be taken on such charges until after expiration of thirty (30) days from the date of service of such notice upon the person charged, during which time he/she may make a written request to the President of the College for a hearing before the Board of Trustees of the College. If he/she makes such a request, he/she shall be given a hearing as hereinafter provided. If the person does not request a hearing, the President of the College may direct that such a hearing be held. When a hearing has been requested or directed, final action on the charges shall not be taken until the hearing has been held and the matter presented to the Board of Trustees as hereinafter provided.

c. The President of the College or his/her designee, or both and counsel may be present at the Board of Trustees' hearing and participate in the deliberations or discussions of the Board at such hearing. The faculty member charged shall be entitled to be present, to be represented by any person of his/her own choice, to present witnesses in his/her own behalf and to confront and question witnesses against him. Two representatives of the Association may also be present. All testimony at such hearing shall be under oath. A stenographic record shall be taken of each hearing.

d. If the person charged fails to attend the hearing, the Board of Trustees may, after receiving the recommendations of the President of the College, take such action, if any, as it deems advisable. There shall be no right of appeal from such action of the Board of Trustees.

e. If the President of the College deems it to be for the best interest of the College, a person upon whom charges have been served may be suspended by the President, with or without salary, pending final action upon such charges. If the person against whom charges have been served is suspended without salary and subsequently is reinstated to his/her position by action of the Board of Trustees and no disciplinary action against him/her is taken by the Board of Trustess, he/she shall be paid the salary which he/she otherwise would have received during the period of suspension.

f. If the person charged has attended the hearing for termination and is not satisfied with the conduct of the hearing or the final decision by the Board of Trustees, he/she may continue to seek redress of grievance as provided for in stage four of the Grievance Procedures.

g. Working time lost for the purpose of attending a scheduled hearing in accordance with these procedures shall not be charged against the leave time of the faculty member(s) duly scheduled.

6. a. The services of any member of the bargaining unit on a continuing appointment may be terminated in the event of a program retrenchment. Such program retrenchment shall not be used as a substitute for proper disciplinary procedures. Prior to the reduction of the work force, the President of the Association shall be notified of the need to make such reduction(s). After such notification, if a member of the bargaining unit on a continuing appointment is to be retrenched, the President will notify the initially affected employee(s) and the Association not later than 5 weeks after the first day of classes in the semester.

The effective date of such layoff for purposes of service shall be at the end of the semester that such notice is given. In addition to giving such notice to the employeee and retaining such employee to the end of the semester, an employee on continuing appointment will be given an amount equal to one-half annual pay at the compensation rate paid the employee at the time in which the notice was given. Such termination pay shall be paid in the next preceding thirteen (13) or eleven (11) pay periods at the option of the employee. The terms "layoff" and "retrenchment" shall be interpreted the same (See Memorandum of Understanding #12).

b. Part-time employees will be laid off prior to temporary and term employees in the initially affected work area. Temporary employees and term employees in a work area will not be reappointed as per Article VIII, Section 3 and Article IX, Section 6 prior to laying off continuing appointment employees in the initially affected work area. Employees on a continuing appointment will be identified for layoff in inverse order of senority within the work area. The exception to the above outlined procedure shall be that para-professional staff on a continuing appointment will be laid off prior to any academic staff in the initially affected work area (See Memorandum (1)).

Any programs that require retrenchment of personnel and where the retrenchment of a full-time faculty member would result in a teaching load of less than 24 contact hours for the academic year, and after the College has made a good faith effort to fully load the affected faculty member, and after all provisions of Article XI (6) (b) had been followed, the College will be permitted to hire part-time personnel and continue the full-time employee on retrenchment. A good faith effort shall be limited to offering other courses within the work unit presently being taught by part-time faculty or on an overload basis for which the faculty member is qualified as per Article XI (6) (d).

c. 1) Seniority shall be defined as the number of years or portions thereof in a work unit. A year of service shall be defined as twelve (12) contact hours on load in a work unit. An employee may not earn more than one year of service in an academic year in any one work unit (See Memorandum of Understanding #3).

2) Non-teaching bargaining unit members on or eligible for a continuing appointment shall accrue seniority on the basis of years of service in a work unit. A year of service shall be defined as the accrual of ten months full-time service or the ten-month appointment year in a work unit. Such non-teaching bargaining unit members may not earn more than one year of service in a twelve (12) month period.

d. When a bargaining unit member is identified for layoff due to reduction of the work force, he/she shall be permitted to exercise his/her seniority rights in a work area within any work unit within which he/she has seniority. This shall be accomplished by bumping the least senior full-time employee in that work area, if he/she has the minimum qualifications necessary to teach in that work area as reflected in the recruitment announcement applicable at the time of hiring the least senior full-time employee in that work area. If the applicable recruitment announcement is unavailable, the minimum qualifications shall be reflected by the most current recruitment announcement for that work area.

Article XI - TERMINATION OF SERVICE (Continued)

e. The work areas for the purpose of this clause shall be defined within specific work units as follows:

FACULTY WORK UNITS AND WORK AREAS

A. Business Unit

Accounting
Business Administration
Secretarial Science

B. Food Service Unit

C. Humanities Unit

Learning Skills
English/Foreign Lang.
Philosophy

D. Fine Arts Unit

Art
Theatre
Music
Speech
Communications Media Arts

E. Developmental Learning Unit

Basic Skills Math
General Studies
Reading/Learning Skills
Writing

F. Bio/Life Sciences Unit

Biology
Electroencephalography (EEG)
Electrocardiography (EKG)
Ornamental Horticulture
Medical Office Assisting

G. Dental Assisting Unit

H. Nursing/Surgical Tech Unit

I. Math/Physical Sciences/ Technology Unit

Chemistry
Mathematics
Physics
Drafting Technology
Electrical Technology
Mechanical Technology
Service Technology

J. Health/Physical Education Unit

K. Social Science Unit

Anthropology
Economics
History
Psychology
Sociology
Criminal Justice
Community Residence Mgt.
Human Services

L. Library/Instructional Support Unit

Library Services
Instructional Support Service

M. Student Affairs Unit

Counseling & Career Planning Ctr/
Admissions/Student Activities
Financial Aid/Veterans Affairs
Student Advisement

N. Career/Community Education Unit

O. Public Relations Unit

P. Data Processing/Computer Science

f. The question of whether or not an identified bargaining unit member is "minimally qualified to teach courses in the work area", as noted above, shall be determined by a work unit committee. The work unit committee shall be composed of three (3) members selected as follows: (a) Chairperson or Department Head of the work unit; (b) the most senior full-time faculty member in the work area; (c) the most senior full-time faculty member in the work unit. No more than one (1) member of the committee shall be from the area being bumped. No committee member shall serve if he/she is personally impacted. The second, third, fourth, etc., most senior employee from the work unit shall be appointed to maintain the formulas outlined above. This committee composition applies to all work units except: (N) Career/Community Education and (O) Public Relations, where the appropriate Vice President/Dean or supervising administrator will determine qualifications. Where a Chairperson or Department Head does not supervise a work unit, i. e. Library/Media Unit and Student Affairs Unit, one additional most senior full-time faculty member will be added as provided above. The Committee may be required to function during any and all recess and summer periods if the time restraints indicated below so require.

The sequence of events and applicable deadlines to effect the described layoff and bumping process are as follows (All notices and responses shall be by certified mail):

STEP 1	First Day	Bargaining unit member and the Union President shall receive written notice from the President of the College that he/she will be laid off from work area.
STEP 2	Within seven(7) calendar days of Step 1	Bargaining unit member may request in writing to the President of the College with a copy to the union the excerise of his/her bumping rights into a work area within any work unit within which he/she has seniority. Failure to respond within this time limit is considered a waiver of all bumping rights.

STEP 3	Within seven(7) calendar days of Step 2	The President will provide to the requesting bargaining unit member the identification of the least senior full-time employee in the work area(s) to which the bargaining unit member has requesting bumping rights. If no employee within the work area selected is less senior to the requesting bargaining unit member, this information will be provided to the bargaining unit member and the unit. In the event there is a junior employee such identified least senior employee shall be given written notice that their position has been identified and subject to potential bumping privileges.
STEP 4	Within seven(7) calendar days of Step 3	In cases where a less senior employee has been identified, the bargaining unit member who requests bumping into a work area must provide written documentation and credentials, indicating experience, and qualifications to teach courses within the area. This documentary material must be submitted directly to the President of the College.
STEP 5	Within seven (7) calendar days of Step 4	The President of the College will direct materials so submitted to all members of the work unit committee in which bumping is requsted and the work unit committee will render its determination to the President of the College in writing on whether the requesting bargaining unit member is minimally qualified to teach courses in the work area described in 6 (d) above, within seven (7) calendar days of its receipt of the submitted material. Failure of the committee to render a determination within the indicated seven (7) days shall permit the President of the College to determine the question of qualifications. The determination of the work unit committee or the President of the College is not reversible nor is it grievable by any bargaining unit member or the Association.
STEP 6	Within seven(7) calendar days of Step 5	The President of the College will communicate the committee's determination or the President's determination to the requesting bargaining unit member, the least senior bargaining unit member, and the union President.

1) If the determination is tnat the requesting bargaining unit member is qualified to teach in the work area, tne least senior full-time employee will be laid off at the end of the academic semester in which such determination was communicated to the least senior full-time employee.

2) When such least senior employee is on eitner temporary or term appointment, no further bumping shall be permitted.

3) Where the process determines that a least senior full-time employee with a continuing appointment is to be laid off, such least senior employee may exercise his/her bumping rights in the same manner established above.

4) If the determination of the work unit committee is that the requesting bargaining unit member is not qualified to teach courses in the work area, tne initial notice issued to the requesting bargaining unit member is effective at the end of the academic semester that such notice was given.

g. In the case of a non-teaching faculty position, the faculty member requesting bumping privileges must be able to document and provide credentials reflecting experience, and qualifications to perform the services and functions of the identified least senior full-time non-teaching employee in the specific work area.

h. Where seniority is equal, the following criteria will be applied in the following order:

1) Rank - lowest first

2) Total length of service in the bargaining unit

3) Date of first appointment letter

i. A committee of four (4) members shall construct a seniority list within two (2) months of mutual contract ratification--two (2) members appointed by the President of the Association and two (2) members appointed by the President of the College. The committee shall make recommendations to the President of the College and any dispute among the Committee shall be identified on such recommendations. The President of the College shall resolve such disputes, if any, issue and post a seniority list, and forward a copy to the Union President.

Each member of the bargaining unit shall have thirty (30) calendar days in which to object to their placement on the senority list. Individual bargaining unit members may file such dispute together with back-up material with the President of the College. Failure to respond within the thirty (30) days shall constitute an acceptance of such seniority by the bargaining unit member. The President of the College shall have fifteen (15) calendar days in which to respond in writing. Failure of the President of the College and the individual bargaining unit member to agree shall automatically forward such dispute to an aritrator selected by the PERB procedures. All disputes concerning the seniority list shall be submitted to one (1) arbitrator and the parties shall continue the arbitration process through the resolution of all disputes.

j. If a bargaining unit member is assigned to non-teaching status which results in the bargaining unit member having less than twelve (12) contact hours his/her seniority shall be adjusted to include a full year of seniority (12 contact hours).

k. A bargaining unit member who is on sabbatical leave shall receive the same seniority accrual as the last year of actual service to the College (semester or year).

l. Recall - A faculty member appointed to a continuing appointment who is laid off from a work area shall be placed on a recall list. An employee who bumps into another work unit shall accrue seniority in that work unit. Seniority once accrued shall not be lost. If the faculty member was laid off and his/her services within the bargaining unit were terminated, the affected faculty member's seniority shall be frozen at the date of such termination. When an employee is recalled, he/she shall receive all previously earned and unused benefits at the date of layoff (sick days, vacation, personal leave). Procedure for recall shall be as follows:

1) Notice of vacancies within any work unit shall be sent to the faculty member's last known address by registered mail and all responses by a faculty member to such notices of vacancies must be submitted to the President of the College by registered mail.

2) The faculty member's name shall be kept on a recall list for a period of two (2) years; if not recalled during that period, his/her name shall be removed from the recall list.

3) Faculty members who are recalled to vacancies within their former work unit(s) and do not acknowledge willingness to accept such positions subject to meeting minimum qualifications shall be removed from the recall list.

4) Faculty members who are recalled to vacancies outside their former work unit(s) and who do not acknowledge willingness to accept such positions shall remain on the recall list.

5) Where there is more than one (1) qualified faculty member on a recall list, faculty members shall be offered the vacancy on a seniority basis.

6) Faculty members who wish to be considered for a vacancy must file their credentials and qualifications relative to minimum qualification as listed in the recruitment announcement to the President of the College within ten (10) calendar days of the date of receipt of the notice of vacancy. Failure to respond shall be considered a rejection.

7) Unit members on the recall list shall be given notice and preference in filling bargaining unit positions before any new employee is hired. (The rule of minimum qualifications as listed in the recruitment announcement shall apply to all recalls). Determination of qualifications shall be in accordance with Article VII (b).

7. The College may substitute non-credit courses for credit courses to fulfill teaching load requirements to avoid retrenchment. Combinations of credit and non-credit loads may result from this arrangement. A faculty member, who is assigned a mixed load (credit and non-credit), shall have the credit formula (Article XII (1) (c)) applied to the credit portion of the load and the non-credit (Article XII (1) (j)) applied to the non-credit portion of the load. Faculty members who use non-credit courses in this manner may be subject to scheduling on a twelve (12) month basis at the discretion of the Vice President/Dean. If faculty members are assigned to a 12 month course, payment would be contract rate plus 20%.

The amount of non-credit responsibility assumed shall be equivalent to the percent of loss between the actual credit hours taught and thirty (30) hours per year; e.g.,: twenty-one credit hours is 70% of thirty (30) hours; therefore, 30% of the maximum of non-credit responsibility of fifty (50) hours is fifteen (15) hours per academic year.

8. The services of any member of the bargaining unit on or eligible for a continuing appointment may be terminated in the event of a financial retrenchment. A financial retrenchment shall be defined as a reduction in the budgetary line for total personnel services from the previous year's adopted total personnel services line adjusted for approved budget increases by the Niagara County Legislature.* Under such defined financial retrenchment the College will remain dedicated to the principle of maintaining excellence in programs and services offered within the established financial constraints.

If a financial retrenchment results in the elimination of a bargaining unit position on or eligible for a continuing appointment, the last such bargaining unit member(s) hired shall be retrenched (See Memorandum (2)). In such event the President of the College shall give immediate (mailed not later than midnight August 20) written notice to the affected bargaining unit member(s) and the President of the Association. Such retrenchment shall be effective on the date of such notice. A bargaining unit member on continuing appointment so retrenched shall receive a lump sum payment equal to one-half of annual salary minus unemployment benefits for twenty-six weeks. Such notification supersedes any and all previous appointment status prior to receipt of the notification.

The recall provisions specified in section 6 (1) above shall apply to bargaining unit members terminated as a result of financial retrenchment.

The College shall not replace any bargaining unit members terminated under financial retrenchment except where vacancies are not filled through the recall method specified.

Grievances under financial retrenchment are limited to the following:

1) Whether financial retrenchment occurred as defined;
2) Order of retrenchment; and
3) Notice.

Article XI - TERMINATION OF SERVICE (Continued)

*Example:

80 - 81 Budget (line)	$7,000,000.00
Approved Buget Increases	1,500,000.00
(Salary, New Positions, etc.)	
Adjusted 80-81 budget (line)	$5,500,000.00
79 - 80 Buget (line)	$6,000,000.00
Adjusted 80-81 Budget (line)	$5,500,000.00
Required Financial Retrenchment	$ 500,000.00

1980-81 budget line as adjusted is less than 1979-80 budget line; therefore, financial retrenchment may take place (See Memorandum of Understanding #13).

9. In cases where it is the intention of faculty members to resign, they must provide 30 days written notice to the President of the College.

Article XII - CONDITIONS OF EMPLOYMENT

1. Student Enrollment and Teaching Load:

   a. Each division chairperson may recommend maximum student enrollment in each section.

   b. Teaching loads are based on contact hours assigned.

   c. Teaching loads, under normal circumstances, will be 30 lecture hours or 36 lecture/laboratory hours per academic year with approximately equal distribution between the semesters. Nursing faculty shall have teaching loads, under normal circumstances, of 32 lecture/laboratory hours per academic year.

   d. Where the total load exceeds 450 student contact hours in any semester due to large lecture assignment, the Divison Chairperson may recommend reduction to a minimum of 12 lecture hours or 15 lecture/laboratory hours. Load reduction is not granted for course and curriculum development and other such normal professional obligations (See Memorandum of Understanding #10).

   e. The number of preparations for an instructor varies according to program needs; however, two preparations is considered the norm. Where program needs require more than two preparations for an instructor, the Division Chairman shall consult with the faculty prior to scheduling of courses.

      1) Effective September 1, 1987 any faculty member (except Nursing) assigned to more than twelve (12) unique credit hours of preparations in any academic year, as calculated below, shall be paid an additional one hundred ($100) dollars for each three preparation hours or portion thereof over twelve (12) preparation hours.

      2) One (1) lecture hour equals one (1) preparation hour. One and one-half laboratory contact hours equal one (1) preparation hour.

EXAMPLE: Fall Schedule

2 sections Bio 402 (6 lecture/6 lab)
3 unique lecture hours = 3 prep hours
3 unique lab hours = 2 prep hours

1 section Bio 402 Lab
0 lecture
3 lab hours = 2 prep hours

1 section Bio 405 Lecture
3 lecture = 3 prep hours
0 lab

Total Load = 18 contact hours

Total Preps

Fall: 6 prep hours lecture
4 prep hours lab
--
10 prep hours per semester

Spring: duplicates above
10 prep hours per semester

Annual:

20 preps 12 = 8 prep hours compensated 3 = 2.67

2.67 x $100 = $267 compensation

3) The same course that is a unique preparation in the Fall semester and retaugnt in the Spring semester shall be considered as additional preparation hours.

4) If faculty members are assigned less than twelve (12) preparation hours in an academic year, the faculty member shall carry such credit foward to subsequent academic years to permit additional preparations being assigned by the College without required payment, as noted above.

5) Current practice in assigning load by the College shall continue.

6) Payment pursuant to this subsection shall be made in the second full payroll period in the Spring semester.

f. Full-time faculty are permitted to teach a maximum of five (5) credit hours per semester on an overload basis for which compensation will be granted contingent on the College's need for such overload teachings. In extenuating circumstances, this limit may be waived.

g. All full-time faculty appointed as of and subsequent to September 1972 may be assigned to evening courses as part of the faculty member's normal load. All full-time faculty appointed before September 1972 may request an evening assignment as part of normal load. If retrenchment occurs in a work area pursuant to Article XI, Section 6 or 7, full-time faculty members may be assigned evening courses regardless of initial date of appointment.

h. Full-time faculty members shall be given first preference to all overloads and summer courses in their work unit offered by the College if such faculty members are qualified to teach such courses as determined by the Vice President of Academic Affairs.

i. Independent study will be permitted where the President of the College has approved such instruction and the faculty member has consented to engage in such instruction. A faculty member shall be paid $100 per credit hour where a credit hour is equivalent to 45 student activity hours including 8 hours of contact between the student(s) and faculty member. Payment pursuant to this section applies only to overload for the offering of credit hour(s) for student(s) not scheduled as normal College course offerings within the semester's register of courses in the semester in which such instruction is offered.

j. Non-credit Instructors who are assigned on a full-time basis by the appropriate Vice President/Dean to teach credit-free courses shall have teaching loads, under normal circumstances of twenty-five (25) instructional contact hours per semester.

But non-credit instructors may be assigned to duties in lieu of instructional hours. In this event a 3:2 ratio shall apply (3 hours of non-instructional contact will be equivalent to 2 hours of non-credit instructional contact) (See Memorandum of Understanding #14).

Article XII - CONDITIONS OF EMPLOYMENT (Continued)

2. Office hours - Each faculty member shall post a minimum of five (5) office hours per week, at which time he/she shall be available for consultation with students regarding general academic questions and problems, including guidance in course selections. Because advisement is recognized as an important responsibilty for all faculty, the faculty shall be available for consultation witn students at other times, by appointment.

3. The para-professional staff shall work a thirty-five (35) hour work week and a ten-month or twelve-month work year. Para-professionals may be assigned to work during the Winter and Spring recess periods and, if so, shall be granted compensatory time within thirty (30) days following such assignment(s). Para-professionals may be assigned to work up to ten (10) days in addition to the normal 10 month schedule. Such ten (10) days must be consecutive but may be split into a maximum of two segments. Compensation for such time shall be equivalent to daily (10 month) rate to a maximum of one hundred dollars ($100) per day (See Memorandum of Understanding #5 &15).

4. Division Chairpersons and/or Depeartment Heads may be assigned twelve (12) month appointments and paid in accord with the provisions contained in Schedule A for such twelve (12) month appointments, or Division Chairpersons and/or Department Heads not assigned to twelve (12) month appointments may be assigned to work beyond the normal ten (10) month appointment year. Effective September 1, 1987, compensation for such time shall be equivalent to their daily (ten month) rate to a maximum of one hundred twenty-five dollars ($125) per day (See Memorandum of Understanding #15).

5. Counselors and Librarians - All counselors and librarians shall be given academic rank. Counselors and librarians hired after January 1,1981, may be employed on a ten (10) or twelve (12) month basis. Employees hired on or before December 31, 1980 may request to change their schedule to a ten (10) month assignment. A ten (10) month appointee shall be appointed to an equivalent number of consecutive weeks which equal the number of consecutive weeks or portion thereof in the normal ten (10) month appointment year. Employees on such ten (10) month appointment shall have a total of five (5) days off during Winter or Spring recess (See Memorandum of Understanding #15).

   a. The College has the right to adjust employees' schedules to cover those hours when offices are open to effectively service the public and students. Counselors and Librarians shall be scheduled thirty-five (35) hours per week, exclusive of meal periods, a maximum of five (5) days from Monday to Friday. The appropriate

Supervisor shall have the right to schedule such staff members a maximum of ten times during each semester (spring, fall, summer) on other than day shift, Monday through Friday (i.e. evenings) without additional compensation. If the appropriate Supervisor schedules such staff members more than noted above, or more than thirty-five (35) hours per week, then such staff members shall be paid twenty ($20) dollars per hour for all hours worked over thirty-five ($35) hours or for times worked in addition to the number of times set forth above.

b. The exception to the above limitations is where faculty members have been or will be hired with the expectations that schedules other than day shift, Monday through Friday, are part of normal schedule.

c. Management has the right to assign evening work to counselors to any of the Student Affairs unit areas (as defined by Article XI,6e, M). Assignments to areas not normally assigned during the day shall not be used as part of the evaluation process.

d. Faculty members shall not have their schedules changed for a minimum of three months. If faculty members' schedules are changed, he/she shall have a minimum of 30 calendar days notice, except in cases of emergencies.

e. The College will request volunteers first and assign evenings in an inverse order or seniority (college-wide) in a particular area, subject to employer's work requirements.

6. Safety and Security

a. No faculty member shall be required to work under unsafe conditions or to engage in activities which endanger his/her health, safety, or well being.

b. In order to aid in assuring this, as well as for the safety and well-being of students, College personnel and College property, faculty members shall give proper instruction in the use of tools and laboratory equipment and properly supervise their use. Furthermore, all safety regulations established by the College, for the safety and security of persons and property, including those regarding smoking in restricted areas, shall be obeyed and brought to the attention of the violator.

c. College closing shall be governed by adminstrative letter issued by Marco J. Silvestri dated November 12, 1980.

7. Non-Discrimination - The provisions of this agreement and the salaries, terms, and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, age, sex, nepotism, or marital status.

Article XIII - COLLEGE FACILITIES

The negotiating unit pledges full cooperation with the College Administration in utilizing persent facilities to the maximum degree possible in conducting a quality education program. The following terms shall serve as guidelines in this cooperative effort:

1. A division shall be informed, in advanced, at the earliest possible date, of any potential changes or moves required from their present facilities.

2. Division representatives shall examine the proposed location, in cooperation with the President of the College or his/her representative, and provide their recommendation for the best utilization of the space available.

3. The faculty shall make recommendations to the College regarding any serious inadequacy in heating, lighting ventilation, maintenance, and repairs.

4. The faculty shall be consulted on the planned use of new facilities and shall be given the opportunity to advise the President of the College with respect to said matters.

5. The College will provide parking space in proximity to instructional facilities for faculty use at no charge.

Article XIV - ACADEMIC FREEDOM

The concept of academic freedom shall be fostered at Niagara County Community College in accordance with the following statement adopted at the May 12, 1960, meetingof the State University of New York Board of Trustees:

> "It is the policy of the University to maintain and encourage full freedom within the law, or inquiry, teaching and research. In the exercise of this freedom the faculty member may, without limitation, discuss his/her own subject in the classroom; he/she may not, however, claim as his/her right the privilege of discussing in his/her classroom controversial matter which has no relation to his/her subject. In his/her role as citizen and faculty member he/she has the same freedoms as other citizens. He/she should be mindful, however, that in his/her extramural utterance he/she has an obligation to indicate that he/she is not an institutional spokesman."

Article XV - ACADEMIC YEAR

1. The College academic year shall commence on the first day of classes in the Fall semester.

2. Unless terms and conditions of their appointment otherwise provide, the regular appointment year for members of the academic staff on ten-month appointments shall be the beginning of Fall semester classes through commencement exercises. Fall semester classes will not begin prior to September 1st, and commencement exercises will be no later than the third Sunday following the end of final examinations (See Memorandum of Understanding #15).

3. Except for the holiday and recess periods authorized under this agreement, academic staff shall be available for assignment during the applicable appointment year without additional compensation. The exception to the above is full-time teaching faculty which shall be paid at the rate of $40 per assignment effective September 1, 1987, if circumstances require such person to work during such periods for student advisement or registration. Appropriate qualified volunteers within the work unit will be considered.

   Additionally, full-time teaching faculty in the Nursing Division may be assigned to work on curriculum development and evaluation activities related to NLN accreditation criteria for a maximum of two (2) days in both of the post semester non-recess periods (January and May) at compensation equivalent to their daily (ten month) rate to a maximum of one hundred ($100) dollars per day (See Memoranda of Understanding # 6 & #7).

Article XV - ACADEMIC YEAR (Continued)

4. The Academic Year shall be as follows:

75	days	Fall Semester (classes will not be scheduled before September 1st)
80	days	Spring Semester
2	days	Preparation Days (scheduled immediately preceding Fall and Spring semesters; one per semester)
2	days	College Days (scheduled immediately preceding Fall and Spring semesters; one per semester)
4	days	Professional Development Days (two(2) days scheduled immediately prior to Spring semester, and two (2) days scheduled during the Spring semester).
2	days	CCI and Commencement
1	day	End of Year Wrapup Day (scheduled prior to Commencement but after exams are completed)
166	Days	

Eleven (11) Non-instructional Days shall be days that teaching or advisement of students shall not be assigned to faculty members.

Such days shall be assignable days by the College Administration for the general purposes below, and faculty members are expected to be on campus for such events:

a. Preparation Days -- Time prior to the beginning of a semester for faculty to get ready for instructional or other professional responsibilities such as planning lectures or labs, working on instructional materials (tests, handouts), for writing course outlines (syllabi), paperwork, recordkeeping.

b. College Day -- Time for faculty to participate in College organizational activities related to non-instructional responsibilities of faculty such as college-wide meetings, division or department meetings, program or curriculum development or evaluations, committee meetings, governance activities, student or curriculum orientation.

c. Professional Development Day -- Time for faculty to participate in individual or group activities intended to improve instructional subject area or professional competencies, or to provide opportunities for professional growth and renewal. As an exception, a pre-arranged off-campus activity may be substituted for an on-campus activity.

Article XV - ACADEMIC YEAR (Continued)

d. CCI (College/Career Information Day) -- College/Career Information Program held annually at NCCC consisting of group information or workshop sessions on career topics.

e. End of Year Wrap-Up Day -- Day established for the faculty to complete related, but non-teaching responsibilities, such as completion of grade books, attendance verification, submission of grades and examinations, special assignment outcome reports, return of all keys and general clean-up of faculty office.

f. Commencement Day for Commencement Exercises.

Article XVI - LEAVES OF ABSENCE

1. Vacation Leave

   a. Full-time members of the faculty, other than persons having temporary appointments, who serve on a twelve-month appointment year shall be granted annual vacations with full salary for twenty (20) working days during each year of their service witnin the College and an additional five (5) days during Winter or Spring Recess periods as approved by the College. However, persons who, during any year, have served less than one year and who have not been terminated during the year, shall be granted annual vacation leaves with full salary for periods computed on a prorated basis at the rate of 1-2/3 days per completed months of service (See Memorandum (8)).

   b. Academic holidays regularly scheduled during the academic year, in accordance with program requirements, shall not be considered vacation leave, and vacation leave shall not be reduced by such academic holidays:

      Labor Day, Columbus Day, Veterans Day, Thanksgiving (Thursday and Friday), Christmas, New Year's Day, Martin Luther King's Birthday, Washington's Birthday, Good Friday, Memorial Day, and Independence Day.

      In addition, the President of the College shall, on or before October 1, designate either Christmas Eve or New Year's Eve as a holiday if such occurs on a normal work day. Full-time members of the faculty on ten-month appointment shall be excused from assignment during scheduled Winter and Spring Recess periods, except for Technical Assistants wno may be assigned as provided in Article XII, Section 3.

   c. Vacation leave shall be requested by the faculty member, but final scheduling must be approved by the President of the College or his/her designee. Commencing September 1, 1987, faculty members may carry over a maximum of five (5) vacation days from one year to the next year upon approval of the President of the College. Such approval shall not be unreasonably withheld.

2. Holidays that occur on weekends shall be celebrated on the preceeding Friday or the subsequent Monday as designated by the President of the College. In addition, if Veterans's Day occurs on Monday, the President of the College shall have the option of celebrating such holiday on the preceeding Friday.

Article XVI - LEAVES OF ABSENCE (Continued)

3. a. Sick Leave

Full-time faculty members who are unable to perform their assigned duties due to illness shall be granted sick leave at full salary up to the maximum sick leave days then accrued. Sick leave shall accrue at the rate of 1.2 days per month worked (maximum of fourteen days per year) and shall be accumulative up to 229 working days maximum. Sick leave may be granted in half-day increments at the discretion of the College.

b. Extended Sick Leave

Full-time faculty members with five (5) or more years service with the College whose total disability is certified by his/her physician, after exhaustion of all vacation and sick leave entitlement, current and accumulated and a suspension period of five (5) work days, shall, during the continuance of such disability, be entitled to an extended sick leave of up to three (3) months at half (1/2) salary.

4. Personal Leave - Each employee shall receive three (3) personal leave days which shall be discretionary with the employee subject to the following conditions:

a. The employee must give sufficient notice to the Division Chairperson or Department Head.

b. Any of the three (3) personal leave days not used in the academic year may be applied to the sick leave accumulation as outlined in Article XVI, Section 2a above.

c. The leave days may not be used in conjunction with vacation.

d. An employee is not eligible for personal leave days until after the completion of ninety (90) days employment.

e. Personal leave may be granted in one-half day increments at the discretion of the President.

Article XVI - LEAVES OF ABSENCE (Continued)

5. Leaves Without Salary

   a. Child-Rearing Leave - Upon two (2) months notice to the President of the College prior to the anticipated arrival of the child, a faculty member shall be granted an unpaid childrearing leave to a maximum of ten(10) months following the arrival of the child. Additional leave may be granted by approval of the Board of Trustees.

   b. Faculty members wishing to advance their professional development by advanced study, research, writing and/or appropriate occupational experience may be granted a leave up to one year. Under special circumstances the President may extend such a leave to a maximum of two years. Faculty members on leave shall notify the President prior to May 1 regarding their intentions to return the following Fall semester.

   c. Insurance benefits shall continue during the leave without pay. However, vacation and sick leave credits shall not accrue nor be used during the leave.

   d. Faculty members with ten (10) or more years of service may apply for an unpaid leave of absence. Such absence may not be for a period to exceed three (3) years. The granting or denying of such leave shall be at the sole discretion of the President of the College, which shall not be unreasonably denied. During such leave of absence, the employee will not accrue benefits and will not be paid any fringe benefits.

6. Leave for Death in Family - Leave of absence with pay shall be granted to an employee who is necessarily absent from duty because of the death of an immediate member of the family. The immediate family of an employee shall include brother, sister, spouse, child, step-child, grandchild, father, mother, grandparent, parent in-law, or persons living in the same household as members of immediate family. Duration time shall not exceed four (4) consecutive days from date of occurence.

7. Leaves Required by Law - The President shall grant any leave of absence with pay required by law, including jury duty; the employee will be compensated by the College for the difference between the sum paid for jury duty and his/her normal daily rate of pay from the College.

Military Leave - In accordance with Section 242 of the Military Law, all employees shall be granted time off while engaged in the performance of ordered military duty and while going to and returning from such duty. This period shall not exceed thirty (30) calendar days in any continuous period. The employee will be compensated by the College for the difference between the sum paid for military duty and his/her normal daily rate of pay from the College. This military leave policy will apply to ten (10) month employees during their ten-month employment period and to twelve (12) month employees during their twelve-month employment.

8. Sabbatical Leave

a. Policy - Sabbatical leaves for professional development may be available to members of the academic staff who meet the requirements set forth in this section. The objective is to increase each person's value to the College and thereby improve and enrich its program. Such leave shall not be regarded as a reward for service nor as a vacation or rest period occurring automatically at stated intervals.

b. Purpose - Sabbatical leaves shall be granted for study, formal education, reseach, writing, or other experience of professional value.

c. Eligibility - Members of the academic staff having continuing appointments, who have completed at least six (6) consecutive years of service or who, if they previously have had a sabbatical leave, have completed at least six (6) consecutive years of service from the date of return from their last sabbatical leave, shall be eligible for sabbatical leave. In computing consecutive years of service for the purpose of this section, periods of vacation leave and periods of sick leave with salary shall be included: periods of leaves of absence other than vacation leave and sick leave with salary, and periods of part-time service shall not be included, but shall not be deemed an interruption of otherwise consecutive service.

d. Terms and Conditions - Sabbatical leaves may be granted for periods of one year at rates not to exceed one-half salary or for periods of one-half year at rates not to exceed full salary. Members of the academic staff on sabbatical leave may, with the prior approval of the President, accept fellowships, grants-in-aid, or earned income to assist in accomplishing the purposes of their leaves.

The sabbatical salary shall be the faculty member's annual salary prior to the term of his/her sabbatical.

All fringe benefits such as retirement, insurance, and the like shall continue in effect during leave at the rate of pay received during the sabbatical period. The period of sabbatical shall be credited as service for retirement. Vacation and sick leave credits shall not accrue nor be used during the leave.

If the faculty member fails to return to Niagara County Community College and complete one year of full service, he/she must repay the full amount of money received while on sabbatical leave.

e. Applications - Applications for sabbatical leaves shall be submitted to the President as far in advance as possible of the requested effective date of the leave, but in no event later than March 1 prior to the academic year in which the leave is requested unless such requirement is waived by the President. Each application shall include a statement outlining the program to be followed while on leave stating that the applicant intends to continue as a member of the academic staff upon his/her return and stating that upon his/her return the applicant will submit to the President a report of his/her accomplishments while on sabbatical leave.

f. The College will include in its proposed budget request to the Legislature sufficient funds for a minimum of three (3) sabbatical leaves in each year of the Agreement.

g. Approval - The President may recommend to the Board of Trustees, for their consideration and action, such sabbatical leaves as he/she deems appropriate and which fall within approved budget allocations.

8. Notification of Absence - Faculty members shall notify their immediate superior as early as possible on days of absence, prior to his/her first class on said day. Unauthorized absences and absences not in accord with sick leave, personal leave and faculty absence policies as described in the Faculty Handbook (Sec. 3.9), shall be considered leaves without pay.

Article XVII - SALARIES

1. Salaries, salary adjustments and all matters of economic consideration are as set forth on Schedule A hereto annexed and made a part hereof.

2. Those faculty on ten-month appointments shall choose one of the following options, beginning with the first pay date within the academic year:

   a. 1/26 or 1/27 of annual salary on each of the 26 or 27 Niagara County Community College pay days within the calendar year, OR

   b. 1/22 of annual salary on each of the 22 Niagara County Community College pay dates.

   If a faculty member on ten-month appointment chooses either option number (a) or option number (b) above, he/she shall make this option known in a written statement to the business office. Printed forms informing the faculty of this option shall be sent out by the business office with letter of appointment or reappointment.

Article XVIII - FRINGE BENEFITS

1. The following faculty benefits existing prior to the effective date of this agreement shall continue in full force and effect during the term of this agreement:

   a. Retirement plans: TRS, ERS, TIAA-CREF
   b. Worker's Compenstion Insurance.

2. Blue Cross-Blue Shield Group Health Policy 82-83 plan plus rider 16 with Major Medical Coverage ($1,000,000) not including Extended Benefit Coverage. Effective September 1, 1981, the College shall institute a Blue Cross-Blue Shield Dental Care Rider known as "low level". The employee may select individual or family coverage. The College agrees to contribute an amount equal to 100% of the premium of the individual coverage, and will make appropriate payroll deduction where family coverage is selected.

   Health premiums will be paid to retirees pursuant to the County Resolutions authorizing payment dated April 1966 (pp 205-206) (See Memorandum of Understanding #9).

   a. The Labor-Management Committee shall make a recommendation to the parties on alternative Health Programs on or before January 31, 1989. Any increase of cost in alternative plan over the premiums charged with the current plan shall be borne by the faculty member.

   b. Effective September 1, 1988, the College agrees to pay faculty members a payment of three hundred ($300) dollars for dropping Individual Health Plan Coverage, and seven hundred fifty ($750) dollars for dropping Family Health Plan Coverage per year. Such payment shall be made on or about May 1st of the year following notification. To be eligible for such payment, faculty members must provide the following (See Memorandum of Understanding #17 & #18):

      1) Notification to the College, in writing prior to September 1, that the faculty member requests payment in lieu of coverage for the year in which coverage is waived.

      2) Filing of a signed statement that the faculty member has or will procure health insurance through the spouse's employment, other employment of the faculty member, or a private insurance plan.

   Payment shall be made on or about May 1st of each year following notification. Faculty member shall provide notice on a yearly basis to change status (in or out of Plan) under this section. If a faculty member fails to

qualify for such other health plan through no fault or negligence on the part of a faculty member, the faculty

member will be permitted back into the College Health Plan, subject to the insurance carrier's restrictions. If a husband and wife are both employed by the College, then they shall be eligible for only one (1) Family Plan, or two (2) Individual Plans, and eligible to cash in that one (1) Family Plan, or one (1) or both of the Individual Plan pursuant to this section.

c. Effective July 1, 1988 -- Dental Plan deleted from contract and Rider 8 added to Health Plan.

d. Prescription Rider added to Health Plan with a $3.00 co-pay effective July 1, 1988.

3. Professional Memberships - The College shall provide thirty-five ($35) for each faculty member, with any part or the whole to be applicable toward membership dues in related academic and professional organization, excluding the Faculty Association of the Niagara County Community College.

4. Bargaining unit members shall be permitted to elect any one of the SUNY-approved voluntary tax-sheltered annuity plans on a payroll-deduction basis.

5. Faculty members of the bargaining unit shall be allowed to enroll for credit in courses without charge to a maximum of three (3) credit hours per semester (maximum 6 credit hours per year) on a seats-available basis. Seat availability to be determined after the conclusion of registration (including late registration) and prior to the commencement of classes.

6. When it is necessary for a faculty member to use his/her own vehicle to attend an approved College-related function not on the main campus or to commute between the main campus and its satellites to teach on-load and/or over-load assignments, they shall be compensated at the highest prevailing County Rate. College automobiles must be requested prior to utilization of personal vehicle. Tolls will be reimbursed provided they are supported by appropriate receipts. Requests for reimbursement shall follow approved College procedures.

Article XIX - GRIEVANCE PROCEDURES

Whereas, the establishment and maintenance of a harmonious and cooperative relationship between the College and the faculty is essential to the operation of the College, it is the purpose of this procedure to secure, at the lowest possible administrative level, equitable solutions to alleged grievances of faculty through procedures under which they may present grievances free from coercion, interference, restraint, discrimination or reprisal,and by which the College and the faculty are afforded adequate opportunity to dispose of their differences without the necessity of time-consuming and costly proceedings before adminstrative agencies or in the courts.

1. Definitions

Grievance:	A complaint by any faculty member or group of faculty members in the negotiating unit regarding an alleged violation, misinterpretation, or misapplication of the terms of this agreement. The sole exceptions to the above definition are academic freedom grievances as specified in Article XIX, Section 2 (i), and grievances arising under the Termination of Services clause which shall be restricted to notification and procedural requirements.
Grievant:	The person or group of persons in the negotiating unit submitting the grievance.
Grievance Committee:	A duly constituted committee of the Association composed of not more than (3) members.
Hearing Officer:	The individual charged with the duty of rendering a decision at a particular stage of this grievance procedure, shall be appointed by the President or his/her designee.
Representative of His/Her Choice:	An individual faculty member, Association Officer, or the Grievance Committee whom the grievant shall choose and who agrees to represent him/her at stages one, two, and three of the Grievance Procedure.

2. Specific Conditions

a. All members of the negotiating unit shall have the right to present grievances in accordance with this article, provided, however, that the first presentation of the grievance, must occur within twenty (20) working days after the grievant could reasonably have first knowledge of the alleged grievance, and provided that the grievance is presented in writing containing a brief statement of the nature of the grievance and the specific provision(s) of the agreementalleged to have been violated.

b. Every grievant shall have the right to be represented at stages one, two, and three by a representative of his/her choice, whether or not the Association is chosen as the representative of the grievant, all communications regarding the grievance shall be sent to the Chairperson of the Grievance Committee as well as to the grievant.

c. Failure of a Hearing Officer at any stage to communicate his/her decisions within the designated time limits shall permit the grievant to proceed to the next stage of the grievance procedures.

d. The failure of the grievant to appeal a decision to the next higher stage within the designated time limit shall constitute a withdrawal and shall bar further action by the grievant.

e. The grievant may withdraw the grievance by written notice at any time, but the Association may convert such grievance into a policy grievance if the grievance applies to more than one (1) employee.

f. If the Association on behalf of its collective membership is the grievant, the grievance procedures will be initiated at the second stage in writing containing a brief statement of the nature of the grievance and the specific provision(s) of the agreement alleged to have been violated.

g. Time spent in any capacity in the presentation of a grievance shall not be charged against leave time. There shall be no harrassment of, or retaliation against any person associated with the presentation of a grievance.

h. Hearings and conferences held under these procedures shall be conducted at a time and place which will afford a fair and reasonable opportunity for all parties to attend. Said hearings shall be scheduled so as to avoid interference with teaching schedules.

i. A grievance arising under Article XIV - ACADEMIC FREEDOM is subject only to the first three stages of review as hereinafter stated, and subject to the specific conditions contained in Article XIX, Section 2.

3. Procedural Steps

All grievances arising out of an alleged violation, misinterpretation or misapplication of the terms of this agreement shall be presented and adjusted in the following manner:

a. Stage One

A member of the negotiating unit having a grievance shall file such grievance in writing to the appropriate Vice President/Dean either directly or through an Association representative, with the objective of resolving the matter informally.

b. Stage Two

If the grievance is not resolved informally, it shall be reduced to writing and presented to the designated hearing officer containing a brief statement of the nature of the grievance and the specific provision(s) of this agreementalleged to have been violated. Within ten (10) working days after the written grievance is presented to him, the Hearing Officer shall render a decision thereon in writing and present it to the grievant. This presentation shall afford an opportunity for full discussion of the grievance between the grievant and the hearing officer.

The President shall appoint a Hearing Officer prior to the beginning of each academic year and shall notify the Association President of said appointment.

c. Stage Three

The grievant may appeal the decision rendered at stage two within ten (10) working days after receipt of the decisions by submitting a written appeal to the President of the College. Such written appeal shall set forth specifically the nature of the grievance, the

facts relating thereto, and grievant's reasons for rejection of the decision rendered in the second stage. Within five (5) working days after receipt of the appeal, the President, or his/her duly authorized representative, shall hold a hearing with the grievant. The President shall render a decision in writing within five (5) working days after conclusion of the hearing. There shall be no right of appeal beyond this stage for a grievance regarding Article XIV - ACADEMIC FREEDOM.

d. Stage Four

In the event that there has been no resolution of a grievance regarding the terms of this Agreement, and in the event the Association determines that the grievance is meritorious and votes to represent the grievant, the unresolved issues shall be submitted to an Arbitrator within fifteen (15) days for Binding Arbitration, with the proviso that the Arbitrator shall consider only the disputed issues submitted to him/her by joint statement executed by both parties, and that the Arbitrator shall have no power to add to, subtract from, modify or amend any of the provisions of this Agreement, or issue any award limiting or interfering with the operation of any applicable provision of law, or inconsistent with, or contrary to, any such provision of law.

e. Stage Five

The Arbitrator shall be selected by the Association and the College from a list of Arbitrators provided by the New York State Mediation Service or PERB.

The Arbitrator's decision shall be in writing and shall set forth his/her finding of fact and conclusions, and order which shall be final and binding on all parties.

The cost of the services of the Arbitrator including expenses, shall be borne equally by the College and the Association.

Article XX - EARLY RETIREMENT INCENTIVE

1. A payment to the faculty member's on-load current salary minus the entry level salary for Instructor for ranked professional, or entry level for para-professional or non-ranked professional staff (10 or 12 months depending upon current term of contract).

   Example: If a ranked professional's on-load salary is $27,785, and the entry level instructor's salary is $16,558, the employee wll receive a one-lump sum payment of $11,227 ($27,785 - $16,558) in the first year of employment pursuant to the schedule in Section 4 below.

2. Notification by March 1st in the year prior to termination, unless later notification is approved by the President of the College.

3. All faculty members with ten (10) or more years of service in the College are eligible to participate provided they conform to this Article. Service shall be calculated from the first day of hire to the final day of employment; if not continual service, appropriate deductions shall be made.

4. Faculty members shall be eligible for 100% of the payment as enumerated in section 1 above, if the employee is 55 years of age or less. Such payment shall be a one-time lump-sum payment pursuant to the following schedule:

55 years or less	100%
56 years of age	80%
57 years of age	60%
58 years of age	50%
59 years of age	40%
60 years of age	30%
61 years of age	20%
62 years of age	10%

Age shall be determined as of January 1st of the year of termination.

5. Also, a faculty member must work both the Fall and Spring semesters of the Academeic Year in which the employee gives notice of termination to be eligible for payment pursuant to this Article.

   Example: (a) Work Fall 1983

   (b) Work Spring 1984

   (c) Notice February 1984

   (d) Payment September 1984

6. All early termination payments shall be made in the first day period in September.

7. Termination for cause, resignation (except as enumerated in Article IX, Section 9) and retirement are considered breaks in service for the purpose of this article.

SCHEDULE A

SALARY ADJUSTMENT FOR FACULTY AND OTHER PROFESSIONAL STAFF

I. Full-time faculty members on a ten (10) month contract shall upon initial employment be compensated at salary levels not less than the lower limit of the following salary ranges:

A.

RANK	10-MONTH SALARY RANGES -- 1987-88	
Instructor	$21,131 -	$30,868
Assistant Professor	24,032 -	35,121
Associate Professor	26,873 -	39,193
Professor	29,891 -	44,228
Para-Professional	16,145 -	22,743
Non-Credit Professionals	21,131 -	30,868
Non-Ranked Professional Staff (12 months)	23,754 -	40,992

B.

RANK	10-MONTH SALARY RANGES -- 1988-89		
Instructor	$22,188 -	$32,413	
Assistant Professor	25,234 -	36,877	
Associate Professor	28,217 -	41,153	
Professor	31,386 -	46,439	
Para-Professional	16,952 -	24,380	($500 Included)
Non-Credit Professionals	22,188 -	32,413	
Non-Ranked Professional Staff (12 months)	24,942 -	43,042	

C.

RANK	10-MONTH SALARY RANGES -- 1989-90		
Instructor	$23,408 -	$34,194	
Assistant Professor	26,622 -	38,905	
Associate Professor	29,769 -	43,416	
Professor	33,112 -	48,993	
Para-Professional	17,884 -	26,221	($500 Included)
Non-Credit Professionals	23,408 -	34,194	
Non-Ranked Professional Staff (12 months)	26,314 -	45,409	

SCHEDULE A (Continued)

All of the following salary increases shall be restricted by the upper limits of the respective salary range (e.g. a faculty member who is $400 from the top of his range may receive a merit increase but shall be to $400 of the otherwise specified $500 merit increase).

Longevity. Each covered employee who has commenced his/her sixth year of service shall be entitled to a longevity payment of $500, payable in equal installments over each pay period. They shall be entitled to such payment from the first day of their sixth year of service. (Note: upper limits of respective salary ranges include $500 longevity).

II. General Wage Increase:

Effective September 1, 1987 -- 5.5%

Effective September 1, 1988 -- 5.0%

Effective September 1, 1989 -- 5.5%

III. The College each year will grant merit increases to deserving faculty members, who are members of the negotiating unit. Faculty members who are at the top of the range or who have been promoted will not be eligible for merit increases. Those faculty members who receive such merit increases will be selected by the President in the same general manner as presently provided under "promotions". That is to say that a list of eligible faculty members shall be submitted to the President by the Faculty Promotions, Merit, and Tenure Committee and shall include sixty (60) names. The President, with approval of the Board of Trustees, will grant forty (40) merit increases, each to be $500 per increase, and the total cost of such increases will be as follows:

$20,000

It is understood that the President is not contractually obligated to accept the names submitted for merit increases by the Faculty Committee, and therefore those not selected for merit increases by the President may not grieve that selection. However, if merit increases are granted to faculty, other than those on the list submitted by the Committee, the President will explain the exceptions to the Faculty Association.

IV. The maximum of the range for Technical Assistants shall be increased by $500 -- after applying 5.0% on 9/1/88 and 5.5% on 9/1/89.

SCHEDULE A (Continued)

V. Increment (provided employee does not exceed the maximum of the salary range)

1. Effective September 1, 1988 - $1,000

2. Effective September 1, 1989 - $1,000

3. It is understood by the parties that the amount of increment shall be negotiated, thereafter.

4. Eligibility for an increment is limited to employees who were employed as full time unit members for at least two-thirds (2/3) of the previous year, i.e., eight (8) months for non-teaching faculty and staff and one (1) semester plus five (5) weeks for teachng faculty.

VI. Effective September 1, 1988 - Longevity and Merits deleted from contract.

VII. Promotions: Faculty members promoted as of September 1, 1988 shall receive one of the following, whichever is greater, and in addition, shall receive an increment as noted in V above.

1. Beginning of the new salary range plus all merit, longevity, and increments received in previous range plus any hiring differential.

2. Current salary plus an amount to guarantee a $1000 raise.

VIII. For faculty who are employed on twelve (12) month contracts, all of the above dollar values shall be increased by twenty (20%) percent (See Memorandum of Understanding # 15).

IX. Overload Compensation shall be: $375 lecture hour, $248 lab hour.

SCHEDULE A (Continued)

X. Coaching salaries shall be:

Basketball - $3,000	Cross Country - $1,300
Assistant Basketball - $1,700	Golf - $1,300
Baseball - $2,000	Wrestling - $3,000
Assistant Baseball - $1,300	Women's Basketball - $1,450
Bowling (men & women) - $1,300	Women's Softball - $1,300
Women's Volleyvall - $1,550	

Effective September 1, 1988, all references to coaches shall be removed from the contract. The variables for determining a Coach's Pay Schedule should include the following in priority order:

1. Length of service as a Coach at Niagara County Community College.

2. Credentials and prior experience as a Coach.

3. Length of season, including sub-variables, number of practices, number of contests.

4. Number of Assistant Coaches.

5. Number of contests requiring travel and number of contests requiring overnight stays.

6. Minimum size of roster required.

7. Amount of recruitment and scouting required for the position.

ATTACHMENT A

PROGRAM COORDINATOR LIST

1. Communications and Media Arts
2. Fine Arts
3. Theatre Arts
4. Food Service
5. Accounting
6. Business Administration
7. Criminal Justice
8. Data Processing
9. Drafting, Mechanical-Industrial Process Piping and Control and Drafting Certificate
10. Electrical Technology
11. Electroencephalography Technology
12. Executive Secretarial Science, Secretarial Studies Certificate, and Word Processing Specialist
13. Mechanical Technology
14. Medical Assistant
15. Nursing
16. Ornamental Horticulture
17. Retail Business Management
18. Science Laboratory Technology
19. Community Residence Management
20. Dental Assisting Technology
21. Electrocardiographic Technician
22. General Studies
23. Surgical Technology
24. Service Technician

ATTACHMENT B

MEMORANDA OF UNDERSTANDING

MEMORANDUM OF UNDERSTANDING(1)

Article XI, section 6b

This article is understood by the signatories below to mean that para-professionals on a continuing appointment will be laid off in an initially affected work area after part-time employees have been laid off in that work area. However, para-professionals on a continuing appointment shall be laid off prior to any academic staff (as defined in Article I) in the initially affected work area.

Donald J. Donato
For the College

7/7/81
Date

Anthony S. Gullo
For the Faculty Association

7/7/81
Date

INTERPRETATIVE MEMO OF UNDERSTANDING (2)
Article XI, Section 7(amended to #8)

1. The words from Article XI, Section 7,

"The last such bargaining unit member(s) hired shall be retrenched" mean any month(s) worked in a bargaining unit position or as otherwise provided for in the Faculty Association contract or month(s) not covered by breaks in service or severance of service shall be counted toward seniority accrued.

A month worked is defined as working a minimum of ten (10) days within a calendar month.

2. A break in College service shall generate no seniority for period of break when it is:

a. an uncompensated leave of absence, or
b. resignation(s) or non-renewal(s) followed by rehiring within a one year period of time to a bargaining unit covered position,
c. a period of time spent in the performance of a permanent College Administrative position excluded from the unit.

3. Severance of College Service:

Resignations or non-renewals not followed by rehiring within a one year period of time to a bargaining unit covered position, will result in a loss of all previously accrued service time.

4 In the event of ties, Article XI, Section 5h, shall be used.

"Where seniority is equal, the following criteria will be applied in the following order:

1. Rank - lowest first
2. Total length of service in the bargaining unit
3. Date of first appointment letter"

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For the College — Date 5/11/81

For the Faculty Association — Date 5/11/81

INTERPRETIVE MEMORANDUM OF UNDERSTANDING (3)

Article XI, Section 6c1

For those full time teaching faculty who, due to illness, complete less than twleve (12) contact hours on load in a work unit during an academic year, the following interpretation of work unit seniority accrual shall apply:

1. Completion of actual instruction for 3/4 of semester (12 weeks) and/or a paid sick leave for the same time period will be accorded a full years seniority.

2. For those faculty who do not meet condition one (1) above, seniority will be accorded on the basis of months actually worked and/or months paid sick leave.

3. Sick leave without pay shall accrue no seniority.

Donald J. Donato
President of Niagara County
Community College

Anthony S. Guglio
President of Faculty Associat
of Niagara County Community
College

MEMORANDUM OF UNDERSTANDING (4)

Article VIII, Section 3

It is hereby agreed between the College and the Faculty Association of Niagara County Community College that in the case of a replacement appointment to a position which is vacant due to an approved leave of absence, the replacement appointment will be a temporary appointment. This temporary appointment may continue for the duration of the initial leave and any approved extensions thereof.

In the event that such replacement employee continues in a term appointment, all time served in the temporary appointment will be converted to a term appointment for purposes of tenure accrual and seniority.

Donald J. Donato, President
Niagara County Community College

Anthony S. Gullo, President
Faculty Association of
Niagara County Community Coll.

MEMORANDUM OF UNDERSTANDING (5)

Article XII, Section 3

In relationship to ARTICLE XII (3) of the Agreement,

A ten month work year for paraprofessional staff shall be defined as commencing on the first day of classes in the Fall semester through Commencement exercises exclusive of only the holiday and recess periods authorized under this Agreement.

If Commencement exercises occur on the third Sunday following the end of final examinations, paraprofessionals will not be required to work during the designated Spring Holiday period but will be encouraged to participate in professional development activities that may be scheduled during that period.

If Commencement exercises occur on the second Sunday following the end of final examinations, paraprofessionals will be required to work during the designated Spring Holiday period.

Additionally, should the Fall semester begin prior to August 27, 1984 or August 26, 1985, compensatory time shall be scheduled by the appropriate Dean within the paraprofessional 10 month work year.

1/11/84

Donald J. Donato / Date

President, Niagara County Community College

1/10/84

Anthony S. Gullo / Date

President, Faculty Association, Niagara County Community College

1/13/84

Richard H. Wyssling / Date

Chief Negotiator

MEMORANDUM OF UNDERSTANDING (6)

Article XV, Section 3

In relationship to Article XV (3) of the Agreement,

While full-time teaching faculty are only assignable during the post semester non-recess periods (January and May) as designated with additional compensation in this section, it is understood that all teaching faculty are responsible without additional compensation for the submission of their final semester grades in accord with the College's published deadlines without regard to either the recess or non-assignment provisions of the Agreement. In other words a faculty member's responsibility for grading and/or submission of grades may legitimately reduce either the recess or non-assignment periods without further compensation to the faculty member.

Provisions contained in Article XI, Section (4) may be utilized with teaching faculty who failed to submit final grades in accord with the College's schedule.

1/13/84

Donald J. Donato / Date

President, Niagara County Community College

1/13/84

Anthony S. Gullo / Date

President, Faculty Association, Niagara County Community College

1/13/84

Richard H. Wyssling / Date

Chief Negotiator

MEMORANDUM OF UNDERSTANDING (7)

In relationship to Article XV (3) of the Agreement,

This section in application to all ten (10) month Division Chairpersons, Department Heads and reassigned faculty with comparable load reduction is interpreted in the following manner:

1. Should final grade processing require assignment during the ~~Christmas~~ Winter Recess, the appropriate Dean may make such assignments and shall grant equivalent compensatory time to such staff within the ten (10) month work year;

2. In relationship to the expanded instructional work effort of the academic calendar commencing in 1984-85, four additional compensatory days shall be awarded to such staff within the ten (10) month work year with the prior approval of the appropriate Dean.

Compensatory time referred to above may be granted in one-half day increments and shall not conflict with a staff member's instructional responsibilities.

1/13/84
Donald J. Donato / Date
President, Niagara County Community College

Anthony S. Gullo 1/13/8
Anthony S. Gullo / Date
President, Faculty Association, Niagara County Community College

1-13-84
Richard H. Wyssling / Date
Chief Negotiator

MEMORANDUM OF UNDERSTANDING (8)

In relationship to Article XVI (1 a) of the Agreement

The designated Winter Recess period is interpreted to occur as it has in the past when designated Christmas Recess.

Donald J. Donato / Feb. 8, 1984
President, Niagara County Community College

Anthony S. Grillo / Feb. 8, 1984
President, Faculty Association, Niagara County Community College

MEMORANDUM OF UNDERSTANDING (9)

Article XVIII (2)

This Article and section is understood by the signatures below to mean that retired employees will have the County pay the percentage of the hospitalization and major medical plan as listed in the schedule below:

Less than 10 years	0%
Ten (10) years but less than 15 years	50%
Fifteen (15) years but less than 20 years	75%
Twenty (20) years and over	100%

1/16/84

Donald J. Donato / Date

President, Niagara County Community College

Anthony S. Gullo / Date

President, Faculty Association, Niagara Community College

1/13/84

Richard H. Wyssling / Date

Chief Negotiator

MEMORANDUM OF UNDERSTANDING (#10)

In relationship to Article XII section (d) of the Agreement.

A faculty member utilizing a lecture hall for instruction may request or be requested, by the Dean, to teach two sections of the same course meeting at the same time. However, such scheduling shall not result in the faculty member teaching more than the maximum number of students that he/she would have taught without lecture hall use.

Ex: PSY 605 - Introduction to Psychology

Five (5) sections, maximum class size of 30 students each; 5 x 30 = 150 students x 3 contact hours = 450 student contact hours

Lecture hall use: 2 sections combined = 60 students maximum + 3 sections of 30 students each maximum = 150 x 3 contact hours = 450 student contact hours

Such lecture hall scheduling and faculty assignment shall only occur with the mutual approval of the Academic Dean and faculty member involved.

9/17/55

Donald J. Donato Date
President
Niagara County Community College

Anthony S. Gullo 9-17-55

Anthony S. Gullo Date
President
Niagara County Community College
Faculty Association

Memo of Understanding (#11)
Schedule A

It is agreed that because the position of Assistant Audio Visual Specialist was not included as a payroll title under non-ranked professional staff in the 1983-86 Faculty Association/College agreement, the salary range for non-ranked professional staff established in that agreement do not apply to this position. It is agreed that the position of Assistant A. V. Specialist will be filled at a minimum salary of $18,000.

Donald J. Donato Date

President, NCCC

Anthony S. Gullo 5/7/85

Anthony S. Gullo Date

President, Faculty Association, NCCC

MEMORANDUM OF UNDERSTANDING (#12)

1. It is agreed by the parties that the vacant Financial Aid Unit Counselor position shall be abolished and the administrative position of Director of Financial Aid be created, such created position as defined in Article I shall be outside the negotiating unit.

2. It is further agreed by the parties that Article XI6a (Program Retrenchment) shall not be invoked by management for a three year period beginning January 1, 1986 for any Counselor unit position in the Student Affairs work unit. The three year period will commence on the date of appointment of the Director of Financial Aid if later than January 1, 1986 DJD ATG

3. The parties agree that this amendment to the agreement between Niagara County Community College and the Faculty Association of Niagara County Community College shall not be a precedent for further agreement(s) between the parties.

11/15/85

Donald J. Donato — Date
President
Niagara County Community College

Anthony S. Gullo 11/19/85

Anthony S. Gullo — Date
President
Faculty Association of Niagara County Community College

NIAGARA COUNTY COMMUNITY COLLEGE
MEMORANDUM OF UNDERSTANDING (#13)

Article XI, Section 8

In determining seniority accrual for the financial retrenchment list, it is agreed that for faculty on ten-month appointments, ten months is the equivalent to a year as follows:

1) fall semester = August, September, October, November, December (5 months)
2) spring semester = January, February, March, April, May (5 months)
3) June & July will be spread across the ten months by having each month (August - May) count 1.2 months for these faculty for purposes of seniority.

It is further agreed that Memo of Understanding #2 in the current (83-87) contract (paragrapn #1, 2nd sentence) should be modified to read as follows: "A month worked is defined as working a minimum of 50 percent of the scheduled work days in a calendar month." "Scheduled work days" refers to the annually agreed upon work year/per diem calendar developed each year.

It is understood that this recommendation is not retroactive but will be used for seniority decisions henceforth.

Gerald L. Miller — Date
Acting President
Niagara County Community College

Anthony S. Gulzo 12-9-86
Anthony S. Gulzo — Date
President
Faculty Association
Niagara County Community College

NIAGARA COUNTY COMMUNITY COLLEGE

MEMORANDUM OF UNDERSTANDING (#14)

Article VII, Section 4
Article XII, Section 1J

1. The parties acknowledged that there are current negotiations at the table concerning the subject of whether non-credit courses taught by full-time staff constitute unit work. Agreement between the parties on this subject has not been reached to date.

2. The parties agree that in order to begin the Fall 1987 semester the position of Practical Nursing Assistant Director, LPN, a full-time employee in a non-credit program, shall have a work load of 35 hours per week and may teach up to 19 hours in the Fall semester and up to 12 hours in the Spring semester of instructional contact as a temporary unit employee in the Faculty Association for 1987-88.

3. The parties further agree that this agreed upon arrangement shall not be precedent setting nor considered normal practice.

8/20/87
Donald J. Donato Date
President
Niagara County Community College

Anthony S. Gullo 5/20/87
Anthony S. Gullo Date
President
Faculty Association of NCCC

NIAGARA COUNTY COMMUNITY COLLEGE

MEMORANDUM OF UNDERSTANDING (#15)

The determination of per diem rates for faculty covered by the current Niagara County Community College/Faculty Association Contract shall be based upon the following number of days in the 1987-88 contractual work year:

1)	Ten month full-time teaching faculty	(Article XV,2,3)	166 days
2)	Ten month division chairpersons	(Article XII,4)	176 days
3)	Ten month technical assistants	(Article XII,3)	176 days
4)	Ten month librarians and counselors	(Article XII,5)	178 days
5)	Twelve month faculty (non-ranked professionals, technical assistants, division chairs, counselors, librarians)	(Schedule A, Sec. 8)	249 days

9/10/87
Donald J. Donato date
President
NCCC

Anthony S. Gallo 9/9/87
Anthony S. Gallo date
President
Faculty Association NCCC

NIAGARA COUNTY COMMUNITY COLLEGE

MEMORANDUM OF UNDERSTANDING (#16)

RE: ARTICLE XV, Section 1

It is agreed that the 1987-88 academic year may begin on the first of two professional development days to be scheduled on the Thursday and Friday preceding the first day of classes if the first day of classes is scheduled no earlier than August 31, 1987.

Gerald L. Miller
Acting President
Niagara County Community College

Anthony S. Gullo
President
Faculty Association
Niagara County Community College

Niagara County Community College
Faculty Association

Memorandum (#17)

Article XVIII, Section 2b

TO: President Donato

FROM: Tony Gullo, President, Faculty Association

DATE: June 17, 1988

SUBJECT: BC/BS coverage for married bargaining unit members

As per our agreement, not to arbitrate the issue; the following couples will be allowed to either have two family policies or receive the value of such per the faculty contract:

(1) Bolsters, (Gail and Larry)
(2) Mooneys, (Joan and John)
(3) LoCascios, (Cathy and Nick)
(4) Schultzes, (Janet and Randy)

These unit members are grandfathered and no other unit members in the past or future who shall marry will be eligible for these above benefits. DJD 6/20/88

If you agree with this, please sign below and return a copy to me.

Agree

President, N.C.C.C.

6/20/88
Date

6/21/88

MEMORANDUM OF UNDERSTANDING (#18)

Article XVIII, Section 2

1. New faculty may notify the College, in writing, requesting payment in lieu of Health Plan coverage. Payment will occur on May 1 of the initial year of employment. The amount of payment shall equal the contractually agreed upon amount reduced by a prorated amount for each month or part of a month that has elapsed between the last month of notification contained in the contract and actual notification by the new faculty member.

   e.g. Individual Health Plan Coverage

   Notification: November 15

   Months Elapsed: 3 (Sept. Oct. Nov.)
   (from last month of notification-August)

   Benefit Prorated: 12 - 3 = 9/12 = .75

   Payment due May 1: .75 x $300 = $225

2. Faculty members who previously have not applied for health plan coverage and are not now covered shall receive either, payment in lieu of coverage or coverage, per Article XVIII, Section 2 as long as they fulfill all other requirements of Article XVIII, Section 2.

DONALD J. DONATO DATE
President, Niagara County
Community College

ANTHONY S. GULLO DATE
President, Faculty Association
of NCCC

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in the manner following:

FOR THE COUNTY:

The County Legislature of the County of Niagara

BY: Richard M Shanley
Chairman

Date: 7-19-88

FOR THE ASSOCIATION:

Faculty Association of Niagara County Community College

BY: Anthony S. Gulla
President

Date: 7-13-88

FOR THE COLLEGE:

The Board of Trustees, Niagara County Community College

BY:
Chairman

Date: July 6, 1988

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